IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EMILY SMITH BRANNAN and DAVID RUSSELL ARWOOD, on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	**CIVIL ACTION NO.:**
v.	)	____________________
	)	**CLASS ACTION**
EQUIFAX, INC.	)	
	)	**DEMAND FOR JURY TRIAL**
Defendant,	)	

CLASS ACTION COMPLAINT

Plaintiff EMILY SMITH BRANNAN and DAVID RUSSELL ARWOOD ("Plaintiffs"), on behalf of themselves and others similarly situated, brings this action against Equifax, Inc. ("Equifax") and alleges the following based upon personal knowledge with respect to Plaintiffs and on information and belief derived from, among other things, investigation of counsel and review of public documents:

INTRODUCTION

1. Equifax Inc. is a consumer credit reporting agency. The single most important job Equifax is charged with is protecting consumers' personal identifiable information (hereinafter "PII").

2. Yet, on September 7, 2017, Equifax announced a cyber-security breach, which it admits occurred between mid-May and July 2017, where cybercriminals accessed approximately 143 million U.S. Equifax consumers' personal data, including their full names, Social Security numbers, birth dates, addresses, and, in some cases, driver license numbers.

3. Equifax also confirmed at least 209,000 consumers' credit card credentials were taken in the attack.

4. Equifax admits to discovering the evidence of a cybercrime event on July 29, 2017, yet astoundingly failed to report the attack to the public until September 8, 2017.

5. During this time in which Equifax failed to reveal the data breach, three Equifax executives sold $1.8 million of their stock in the company. These executives of Equifax conveniently sold their shares prior to Equifax's disclosure of the breach to the public. Their efforts to do so are now the subject of a criminal investigation by the U.S. Department of Justice.

6. The present action stems from the total failure of Defendant Equifax to protect the private personal and financial information of Plaintiffs/Class Members, as well as millions of other individuals across the United States.

7. As will be alleged herein, the reported data breach occurred due to the apparent failure of Equifax to 1) ensure that its data systems were properly protected and that the measures employed by Equifax provided reasonable and adequate protection of consumers' private information on its data systems, 2) address and disclose its faulty computer systems and security practices, as well as the fact that its systems were insufficient to hold and protect the private data of U.S. consumers from hacks by criminals, and 3) provide timely notice of the reported breach.

8. Plaintiffs seek damages in this action for, among other things, 1) the now ongoing risk to their personal and financial information; 2) the unauthorized use of their personal information, i.e. use of credit and debit card accounts, social security numbers, names, birthdates and addresses; 3) the distress and costs associated with rectifying the issues that have and will continue to arise in connection with the reported data breach for several years to come including time taken to address the effects of the data breach, such as enrolling in credit monitoring services, requesting credit freezes and/or fraud alerts; 4) being limited in the amount of money they could access from their accounts as well as the complete loss of access to the funds in their accounts for a period of time; 5) resulting missed payments on

accounts; 6) negative effects on credit scores; 7) time and money spent rectifying fraudulent tax returns; and, 8) the ongoing risk for years to come to their financial stature as long as their personal information remains on the cyber black market by hackers.

9. In connection with the foregoing, Plaintiffs seek damages, both for themselves and for other Class members, actual and statutory damages, restitution, disgorgement, costs and reasonable attorneys' fees, punitive damages and injunctive relief to prevent a recurrence of the significant data breach that has occurred.

PARTIES, JURISDICTION AND VENUE

10. Plaintiff Emily Smith Brannan is a resident of Muscogee County, Georgia and is of eighteen years of age or older. Following the September 7, 2017 disclosure made by Equifax as to the Data Breach, Ms. Brannan followed the instructions issued by Equifax to determine if her personal information had been potentially impacted. The Equifax site reported that her information had "most likely" been compromised. Ms. Brannan is a victim of the Data Breach and has spent time and money monitoring her financial accounts.

11. Plaintiff David Russell Arwood is a resident of Lee County, Alabama and is of nineteen years of age or older. Following the September 7, 2017 disclosure made by Equifax as to the Data Breach, Mr. Arwood followed the instructions issued by Equifax to determine if his personal information had been potentially impacted.

The Equifax site reported that his information had "most likely" been compromised. Mr. Arwood is a victim of the Data Breach and has spent time and money monitoring her financial accounts.

12. Defendant Equifax, Inc. is a Georgia corporation with its principal place of business in Atlanta, Georgia. Equifax may be lawfully served with process in Fulton County through its registered agent, Shawn Baldwin, 1550 Peachtree Street, NW, Atlanta, Georgia.

13. This Court has subject matter jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds $5 million exclusive of interest and costs. There are more than 100 putative class members, and by Equifax's own admission, more than one million putative class members. Some of the members of the proposed Class have citizenship different from Equifax.

14. This Court has personal jurisdiction over Defendant, as Defendant maintains sufficient minimum contacts with the State of Georgia and regularly performs business within the State of Georgia. Equifax deliberately availed itself of this jurisdiction by marketing and selling services and by processing payments for those services in Georgia.

15. This Court also has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 because Plaintiff asserts claims under the Fair Credit Reporting Act

("FRCA"), 15 U.S.C.A. §§ 1681 *et seq.* And, pursuant to 28 U.S.C. 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction over Plaintiffs' state law claims.

16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) (2), as a substantial part of the events giving rise to the claims occurred within this District and Equifax's principal place of business is in this District.

FACTUAL ALLEGATIONS

I. Overview of Equifax

17. Equifax is a publically traded credit-reporting company that "organizes, assimilates and analyzes" the personal and financial data, known as "PII", of millions of U.S. consumers. The company gathers significantly personal data from credit card companies, banks, retailers, and/or lenders involving (to name a few) consumers' bill/loan payments, credit limits, credit card activity, addresses, and/or employer history.

18. Using the above information, as well as other factors and data it gathers, Equifax provides reports on U.S. consumers' credit scores and ratings to financial companies, employers, and additional entities who use the reports and scores in a variety of areas.

19. Simply put, the data obtained and held by Equifax is admittedly the epitome of highly sensitive information. Such information warranted and continues

to warrant the utmost protections and security measures to ensure that same is properly guarded against the ongoing threat of hacking and cybercriminal activity.

20. By the very nature of its business, Equifax knew that the PII it collected and stored was highly sensitive and subject to cyberattack to be used for wrongful purposes.

II. Equifax Experienced Multiple Data Breaches and Delayed Reporting Present Breach to the Public for More Than Forty Days

21. Equifax was well aware of specific deficiencies present in its own data systems and computer systems and web-based applications/website portals, and understood the highly sensitive nature of the consumer information it possessed, but Equifax failed to take appropriate measures to safeguard its data.

22. On September 7, 2017, Equifax released a report stating that a significant breach of its U.S.-based servers occurred through a "website application vulnerability". The reported breach had occurred on or around July 29, 2017, which was more than forty days before Equifax disclosed the breach to the public. Moreover, Equifax acknowledged that the breach potentially extended back to May 2017.

23. Not only was Equifax significantly late in providing notice of the reported breach, but it failed to report earlier breaches that raised similar concerns as to the security of its data and computer systems.

24. Equifax was hacked in March, 2013, when credit reports were fraudulently accessed.

25. In 2016, Equifax's W-2 database was hacked by cybercriminals.

26. Equifax detected suspicious network traffic and activity within Equifax's online dispute portal which led to an internal review of Equifax's system in March, 2017.

27. By virtue of these earlier breaches, Equifax was on notice that its systems did not protect consumers' highly sensitive financial and personal information.

28. Equifax's review of its systems post March, 2017 revealed a flaw in an open-source software package used in the dispute portal, which was determined to be a vulnerability that likely left consumer personal and financial data exposed and readily accessible. Upon information and belief, the issue, along with many others, was not appropriately addressed and corrected at that time, and the prior breach was shockingly ignored by Equifax.

29. Upon learning of the March, 2017 intrusion, Equifax did not take measures to further safeguard consumers' personal and financial data.

30. While aware of the risks and the nature of the information it held, Equifax chose to bury its head in the sand, continued to operate in a manner that

exposed consumers' data, and increased its profits at the expense of both its own security measures and consumers' privacy.

31. Equifax has acknowledged that it suffered prior security issues and breaches of its data systems (with one in particular occurring in March of this year), placing it on notice that the measures it employed to protect the highly sensitive information of consumers were not adequate and that their systems and protocols needed to be drastically improved. Such measures were not acted upon and, as a result, the breach at issue occurred.

32. As a result of its continued failures following the March breach, the subject breach has occurred that has placed the personal and financial information of millions of consumers at risk of exposure to hackers and cybercriminals.

33. In the present breach, hackers were able to retrieve "certain files" stored by Equifax. Included within the "certain files" referenced by Equifax was highly sensitive, private information of millions of U.S. consumers. Such data is a significant find for cybercriminals, who now have the ability to utilize the data to take advantage of consumers, launch phishing campaigns against consumers, steal consumers' identities, attempt fraudulent charges on consumers' credit and debit cards, open various accounts and borrow money.

34. The types of information affected and accessed place consumers' bank accounts, medical records, and credit accounts in jeopardy, including Plaintiffs and

Class members. In short, the harm from the reported breach will extend far beyond the acquisition of the information alone. This implication of the reported breach will potentially plague U.S. consumers for years to come through no fault of their own due to the nature of the cyber black market.

35. As a company that publicly prides itself on analyzing and storing the highly sensitive data and PII of consumers, most, if not all, would assume that Equifax also took all measures to protect such information. However, as the reported breach and Equifax's own public statements have shown, Equifax did the opposite.

36. Equifax regularly failed to manage and protect consumers' highly sensitive, private information, opting to avoid the costs of appropriate security measures and practices and instead increase its profits at the expense of consumers, including Plaintiffs and Class members.

37. Thus, when Equifax's data systems were breached, the systems were ill-equipped to appropriately guard against the attacks. Equifax was not in any position to adequately protect the information it stored from being accessed and acquired by hackers and cybercriminals.

38. Equifax was aware that its systems were flawed and vulnerable to breaches and theft of stored information. Furthermore, Equifax had notice of vulnerabilities in its system well before the reported breach occurred and failed to appropriately correct those security issues.

39. Equifax failed to provide timely and accurate notice of the reported breach to Plaintiff and Class members. The damage began to occur well before Equifax provided its belated notice on September 7, 2017.

40. Equifax knew about the breach for over a month and did not alert the public.

41. Equifax was ill-prepared to appropriately handle its response to consumers following its notice of the breach.

42. Equifax's reported data breach revealed/disclosed highly sensitive information of consumers that was private in nature to hackers and cybercriminals, including Plaintiffs and other Class members. Such a reveal/disclosure is offensive and objectionable to any reasonable person under the circumstances.

III. Equifax Data Breach Has Exposed Plaintiff and Consumers to Immediate and Long Term Risk of Fraud, Identity Theft and Financial Harm

43. The data that Equifax failed to protect contained the very information that identity thieves utilize to drain bank accounts, run up charges on credit cards, open new fraudulent accounts, or even get medical treatment on another consumer's health insurance and file fraudulent tax returns. Such data is the target that hackers and cybercriminals seek. Equifax essentially afforded hackers a candy shop chock full of consumers' PII free for the taking.

44. Given the gravity of the reported breach and the nature of the data accessed and retrieved, Plaintiffs and Class members certainly suffered significant injury and damages. Through Equifax's failures, Plaintiff and Class members have been placed at a substantial risk of harm that is present and will remain ongoing as long as cybercriminals possess the hacked information.

45. The consequences of Equifax's failures to protect Plaintiffs and Class members' highly sensitive information will be severe, and will ultimately affect and damage consumers, including Plaintiffs and Class members, in a variety of ways for potentially their lifetime, including: 1) the ongoing risk to their personal and financial information; 2) the unauthorized use of their personal information, i.e. use of credit and debit card accounts, social security numbers, names, birthdates and addresses; 3) the distress and costs associated with rectifying the issues that have and will continue to arise in connection with the reported data breach for several years to come including time taken to address the effects of the data breach, such as enrolling in credit monitoring services, requesting credit freezes and/or fraud alerts; 4) being limited in the amount of money they could access from their accounts as well as the complete loss of access to the funds in their accounts for a period of time; 5) resulting missed payments on accounts; 6) negative effects on credit scores; 7) time and money spent on rectifying fraudulent tax returns; and, 8) the ongoing risk

for years to come to their financial stature as long as their personal information remains on the cyber black market by hackers.

CLASS DEFINITION

46. Pursuant to Fed. R. Civ. P. 23, Plaintiff brings this claim on behalf of all persons whose personal and financial information was compromised due to the reported data breach at issue.

47. Plaintiffs seeks to represent a Nationwide class of Plaintiffs ("Class") defined as follows:

> All individuals residing in the United States whose personally identifiable information was compromised due to the data breach reported by Equifax on September 7, 2017.

48. Pursuant to Fed. R. Civ. P. 23, Plaintiffs bring their claims that Equifax is liable for violating the Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1 *et seq* on behalf of themselves and the following Subclass:

> All individuals residing in Alabama whose personally identifiable information was compromised due to the data breach reported by Equifax on September 7, 2017.

49. Excluded from the above Classes are all persons who make a timely election to be excluded from the class; governmental entities; any employee or other representative of Equifax or its related entities, and the Judge to whom this case is

assigned and his/her immediate family. Plaintiffs reserve the right to revise the Class definition based upon information obtained through discovery.

50. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs and Class members can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

51. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Fed. R. Civ. P. 23.

52. Plaintiffs reserve the right to amend the class definition with greater specificity after having had the opportunity to conduct discovery.

53. The proposed classes meet the requirements for certification under Federal Rule of Civil Procedure 23.

CLASS ACTION PREREQUISITES

I. Numerosity: Fed. R. Civ. P. 23(a) (1)

54. The members of the Class are so numerous that a joinder of all who were affected by Equifax's reported data breach is impracticable. While Plaintiffs are informed and believe that there are not less than one hundred members of the Class, the precise number of Class members is unknown to Plaintiffs, but may be ascertained from Defendant's records. Indeed, Equifax admitted that approximately 143 million individuals throughout the United States had PII taken during the Data

Breach. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. mail, electronic mail, Internet posting, and/or published notice.

II. Commonality: Fed. R. Civ. P. 23(a) (2)

55. Common questions of law or fact predominate over individualized questions. These questions include, but are not limited to, the following:

a. Whether Equifax knew, or should have known, that its data or computer systems were vulnerable to a breach prior to the reported breach;

b. Whether Equifax knew, or should have known, that its website or other web-based applications were vulnerable and prone to breaches prior the reported breach;

c. Whether Equifax failed to take adequate and reasonable measures to ensure its data systems were protected from unauthorized access and/or breaches prior to the reported breach;

d. Whether Equifax failed to provide timely and adequate notice of the reported data breach to Plaintiffs and Class members;

e. Whether Equifax's conduct negligently and/or willfully violated the Fair Credit Reporting Act;

f. Whether Equifax owed Plaintiffs and Class members a duty to provide timely and adequate notice of the reported data breach;

g. Whether Equifax failed to take adequate and reasonable steps available to them to prevent the reported breach from occurring;

h. Whether Equifax owed a duty to Plaintiffs and Class members to safeguard the highly sensitive personal and financial information it held;

i. Whether Equifax breached its duty to safeguard Plaintiffs and Class members' highly sensitive personal and financial information by failing to adequately secure it data systems, computer systems, web-based applications and/or website and/or by failing to provide Plaintiffs and Class members immediate notice of the breach when the reported breach occurred;

j. Whether Plaintiffs and Class members are faced with a significant risk of harm and have suffered harm, and, if they have, the appropriate measure of damages for same; and

k. Whether Plaintiffs and Class members are entitled to injunctive, equitable and other relief as a result of Equifax's reveal/disclosure of their private personal and financial information, and, if they are, the nature of such relief.

III. Typicality: Fed. R. Civ. P. 23(a) (3)

56. Plaintiffs' claims are typical of the claims that a Class member could assert against Defendant with regard to the reported Data Breach.

IV. Adequacy: Fed. R. Civ. P. 23(a) (4)

57. Plaintiffs do not have any conflicts with the proposed Class, and there are no defenses (to Plaintiffs' knowledge) that are unique to Plaintiffs' circumstances. Plaintiffs have also retained counsel in this case who are skilled, well qualified and experienced in prosecuting class actions. Plaintiffs will fairly and adequately protect the interests of the Class. The Class' interests will be fairly and adequately protected by Plaintiffs and voraciously prosecuted by Plaintiff's counsel.

V. Predominance and Superiority: Fed. R. Civ. P. 23(b) (3)

58. Common questions of law or fact also predominate over individualized inquiries. The class action is a superior method for adjudicating these claims because it provides for a fair and more efficient method of resolving questions over the legality of the Defendant's practices and conduct alleged herein.

59. A class action is superior to other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in managing the class action. Without such an action, it is unlikely that absent class members would prosecute this case on an individual basis given the amounts in controversy.

VI. Inconsistent or Varying Adjudications/Substantial Impairment: Fed. R. Civ. P. 23(b) (1)

60. The prosecution of separate claims or defenses by or against individual members of the class would create a risk of inconsistent or varying adjudications concerning individuals members of the class which would establish incompatible standards of conduct for the party opposing the class, and/or substantially impede the ability of other members of the class who are not parties to the adjudications to protect their interests.

VII. Injunctive and Declaratory Relief: Fed. R. Civ. P. 23(b) (2)

61. Class Certification is also appropriate under Fed. R. Civ. P. 23(b) (2). The parties proposing the class have acted on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

WHEREFORE, Plaintiffs and Class members request a determination from this Court that the above-styled action is properly maintainable as a class action pursuant to Fed. R. Civ. P. 23.

CAUSES OF ACTION

COUNT ONE: NEGLIGENT AND WILLFUL VIOLATIONS OF THE FAIR CREDIT REPORTING ACT ("FCRA"), 15 U.S.C. § 16821 *et seq.*
(On Behalf of Nationwide Class)

62. Plaintiffs and Class members incorporate the allegations referenced in Paragraphs 1-61 as if fully set forth herein.

63. Plaintiffs and Class members meet the definition of "consumer" as set forth in 15 U.S.C. § 1681a(c).

64. Equifax is a well-known, publically traded "consumer reporting agency" and "consumer reporting agency that complies and maintains files on consumers on a nationwide basis" as defined by statute in 15 U.S.C. § 1681a(f) and (p), respectfully.

65. Among the personal and financial information held by Equifax was a "consumer report" on each Plaintiff and Class member, which is specifically defined in 15 U.S.C. § 1681a(d) as: a "written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes; or any other purpose authorized under section 1681b of this title."

66. Equifax is prohibited under the Fair Credit Reporting Act from disclosing a consumer report except as permitted by statute. Pursuant to the Act, Equifax was obligated to protect Plaintiffs and Class members' consumer reports from disclosure as alleged herein. Consumer reporting agencies are specifically

required to maintain reasonable procedures/protocols to avoid FCRA violations and to ensure that consumer reports are furnished in a manner limited to the purposes permitted by statute.

67. As a direct and proximate result of Equifax's actions and failures to act as alleged herein, including, but not limited to, failure to prevent the reported breach from occurring after notice of security vulnerabilities, failure to take adequate and reasonable measures to ensure its data systems and consumers' PII were protected, and failure to provide proper notice of the reported breach when it occurred, Equifax allowed for hackers and cybercriminals to obtain highly sensitive consumer reports of Plaintiff and Class members and revealed/disclosed the most intimate of personal and financial information of millions of U.S. consumers, including Plaintiffs and Class members.

68. Such a disclosure was not permitted, and, as such, Equifax violated Sections 1681b and e of the Fair Credit Reporting Act due to the data breach at issue.

69. As a direct and proximate result of Equifax's conduct, including, but not limited to, failure to prevent the reported breach from occurring after notice of security vulnerabilities, failure to take adequate and reasonable measures to ensure its data systems were protected from a breach, and failure to provide proper notice of the reported breach when it occurred, Equifax disclosed/revealed/left accessible highly sensitive personal and financial information of millions of U.S. consumers,

including Plaintiffs and Class members, and caused Plaintiffs and Class members to suffer harm and/or face a substantial risk of harm as alleged herein.

70. Given the above violations, pursuant to Section 1681o of the Fair Credit Reporting Act, Equifax is ultimately liable to Plaintiffs and Class members for its negligent failure to comply with the specific terms of the Act. Due to Equifax's failures alleged herein, it is liable to Plaintiffs and Class members for damages, as well as reasonable attorneys' fees and costs, in an amount to be proven at trial.

71. Moreover, Equifax also acted willfully and recklessly because it knew or should have known about its legal obligations regarding data security under the FCRA, which are established in the plain language of the statute. Any reasonable consumer reporting agency is aware of these requirements. In the face of these patent requirements, Equifax acted with conscious disregard in breaching these duties regarding data security and depriving Plaintiffs and Class Members of their rights under FCRA.

72. Moreover, the willful and reckless nature of Equifax's violations are evidenced by Equifax's many data breaches that precede the present Data Breach and by its deteriorated data security practices which were not sufficient to protect Plaintiffs and Class Members' personal financial data from security breaches.

73. Due to the apparently willful nature of Equifax's failure to comply with Fair Credit Reporting Act, i.e. Equifax's prior knowledge of the security flaws in

their systems that subsequently caused the reported Data Breach, its willful disregard of them entirely, Equifax is liable to Plaintiffs and Class members for "actual damages sustained by the consumer…or damages of not less than $100 and not more than $1,000." 15 U.S.C. Section 1681n(a)(1)(A).

74. Plaintiffs and Class members are also entitled to punitive damages, costs of the action and reasonable attorneys' fees. 15 U.S.C. Section 1681n(a)(2) & (3).

WHEREFORE, Plaintiffs and Class members demand judgment against Defendant Equifax for compensatory and punitive damages, attorneys' fees, costs, interest, and for such other and further relief as this Court deems just and proper.

COUNT TWO: NEGLIGENCE
(On Behalf of Nationwide Class)

75. Plaintiffs and Class Members incorporate the allegations referenced in Paragraphs 1-74 as if fully set forth herein.

76. Equifax owed Plaintiffs and Class members a duty to exercise reasonable care in storing, safeguarding, and otherwise protecting the personal and financial information of Plaintiffs and Class members in its possession from being revealed/accessed/compromised by hackers and cybercriminals.

77. In accordance with its duty, Equifax was obligated to maintain and operate a security system that was sufficient to protect Plaintiffs and Class Members' PII. Moreover, Equifax was obligated to ensure that it had processes and protocols

in place to detect and alert Equifax about breaches in its security system in a timely manner and to timely act to address breaches if they occurred.

78. Equifax also owed a duty to Plaintiffs and Class Members to provide and implement proper security protocols and measures for its computer systems and networks that were consistent with industry standards in protecting highly sensitive PII.

79. It was foreseeable that Plaintiffs and Class members were affected/damaged by Equifax's inadequate security practices, as Equifax acquired, stored and analyzed Plaintiffs and Class Members' personal and financial data and other sensitive financial information.

80. Equifax was aware of the improper safeguards on its computer systems, as well as the fact that hackers and cybercriminals had obtained access to said data without authorization to do so, and failed to remedy the vulnerabilities on its systems. This is especially true given that Equifax had prior knowledge of at least one data breach that was, upon information and belief, essentially ignored by Equifax.

81. Equifax was fully aware that a breach of its systems would be significantly damaging to Plaintiffs and Class members, and that the information was the type that Equifax was obligated to strenuously protect. Equifax was entrusted with the information at issue with the understanding that it would properly

safeguard same, and understood, or should have understood, both the risks present in storing such information and the need to implement the proper procedures to safeguard same. At all times relevant to the Complaint, Equifax was in a position to protect against the reported breach and the harm suffered by Plaintiffs and Class members as a result of the reported breach.

82. Equifax owed a duty to timely and accurately disclose to Plaintiffs and Class members that their personal and financial information had been or was potentially compromised due to a breach.

83. Equifax breached its duties to Plaintiffs and Class members by failing to exercise reasonable care in securing Plaintiffs and Class members' PII, as well as failing to utilize adequate security protocols, systems, and practices that could appropriately safeguard the PII of Plaintiffs and Class members.

84. Equifax breached its duties to Plaintiffs and Class members by failing to respond to the apparent vulnerabilities that arose well before the reported Data Breach at issue.

85. Equifax breached its duties to Plaintiffs and Class members by failing to properly implement security practices/protocols that could have combated or minimized the exposure of data in the reported breach or prevented the loss of data altogether.

86. Equifax breached its duties to Plaintiffs and Class members by entirely failing to properly manage/maintain Plaintiffs and Class members' highly sensitive personal and financial data in a reasonable manner.

87. Equifax breached its duties to Plaintiffs and Class members by failing to disclose the reported breach, as well as the personal and financial information compromised, in a timely and accurate manner.

88. Equifax's inability to comply with industry standards and regulations with regard to the security of its data and computer systems, as well as the delay of over a month in disclosing the reported breach, are just the beginning of its overarching and comprehensive failures to protect Plaintiffs and Class members highly sensitive personal and financial information. But for Equifax's conduct alleged herein, that information would not have been compromised.

89. Equifax's failure to act as alleged herein as to apparent vulnerabilities in its security system created an entirely foreseeable risk of harm to Plaintiffs and Class members.

90. The injuries and harm suffered by Plaintiffs and Class members as alleged herein are the reasonably foreseeable result of Equifax's failure to exercise reasonable care in safeguarding and protecting Plaintiffs and Class member's highly sensitive personal and financial information that was at all times supposed to be guarded by Equifax's own security measures.

91. As a direct and proximate result of Equifax's conduct, as well as the injuries sustained by Plaintiffs and Class members as a result, Plaintiffs and Class members have suffered damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs and Class members demand judgment as aforesaid.

COUNT THREE: NEGLIGENCE PER SE
(On behalf of Nationwide Class)

92. Plaintiffs and Class Members incorporate the allegations referenced in Paragraphs 1-91 as if fully set forth herein.

93. Section 5 of the FTC Act prohibits "unfair . . . practices in or affecting commerce[.]" This section has been specifically applied to the failure to protect PII by the FTC.

94. Equifax's various failures to protect Plaintiffs and Class member's PII and comply with applicable industry standards as to data security as alleged herein constitute violations of Section 5 of the FTC Act. Equifax's practices and conduct undoubtedly have been unfair in nature to consumers, including Plaintiffs and Class members, and have adversely affected commerce. Such a violation constitutes negligence *per se.*

95. Plaintiffs and Class members are within the class of persons that the FTC Act was intended to protect, and the harm that occurred as a result of the reported breach of Equifax is the type of harm the FTC Act was intended to protect against.

96. As a direct and proximate result of Equifax's negligence *per se*, Plaintiffs and Class members have and will continue to suffer damages in an amount to be proven at trial.

WHEREFORE, Plaintiffs and Class members demand judgment as aforesaid.

COUNT FOUR: UNJUST ENRICHMENT
(On Behalf of Nationwide Class)

97. Plaintiffs and Class Members incorporate the allegations referenced in Paragraphs 1-96 as if fully set forth herein.

98. Through its use and storage of Plaintiffs and Class members' highly sensitive information, Equifax knowingly received and retained wrongful benefits and funds, and has knowledge of the benefits it received through same.

99. Equifax has been unjustly enriched through wrongful conduct at the expense of Plaintiffs and Class members for compiling and analyzing the highly sensitive personal and financial information which it now has undoubtedly allowed for hackers and cybercriminals to access and obtain.

100. Given the conduct of Equifax and its comprehensive failure to protect the information of Plaintiffs and Class members, Equifax's continued retention of funds and benefits it received, and is still receiving, is unconscionable and inequitable. As such, disgorgement of the wrongfully obtained funds of Equifax is warranted, and Plaintiffs and Class members are entitled to restitution of same.

WHEREFORE, Plaintiffs and Class members demand judgment against Defendant Equifax Ordering disgorgement of all wrongfully obtained profits and restitution of same to Plaintiffs and Class members.

COUNT FIVE: VIOLATION OF THE GEORGIA FAIR BUSINESS PRACTICES ACT ("GFBPA"), O.C.G.A. § 10-1-390, *et seq.*
(On Behalf of Nationwide Class)

101. Plaintiffs and Class Members incorporate the allegations referenced in Paragraphs 1-100 as if fully set forth herein.

102. Equifax is engaged in trade and commerce pursuant O.C.G.A. § 10-1-392(28), and its acts and omissions alleged herein affect trade and commerce pursuant to same.

103. As alleged herein, Equifax's acts, practices, and omissions at issue stem from its principal place of business and headquarters in Georgia.

104. Equifax engaged in unfair and/or deceptive acts or practices in connection with consumer PII in violation of the GFBPA by failing to adequately safeguard its computer systems and update its data security practices, protect against breaches, failing to disclose the fact that its systems were inadequate to safeguard Plaintiffs and Class members' personal and financial information, accepting PII after it knew its systems were vulnerable to hacking and access by cybercriminals, and the failure to accurately and timely disclose the reported breach to Plaintiffs and Class members.

105. The failure of Equifax to protect consumers' PII as described above violates the FTCA, and thus, also violates the GFBPA.

106. Due to the prior breaches referenced herein, Equifax was on notice that its computer systems and security measures fell far short of protecting consumers' PII from being stolen by hackers and that a risk of another data breach was probable if not imminent.

107. As a direct and proximate result of Equifax's violation of the GFBPA, Plaintiffs and Class members have suffered damages including, but not limited to, unauthorized charges on debit and/or credit cards (or on cards fraudulently obtained by cybercriminals through the use of Plaintiffs' and Class members' personal and financial information), the inability to use a debit or credit card (or other account) because the accounts were rendered unusable in some manner following the reported breach, lost time and effort in connection with ensuring that accounts are protected, and other adverse and detrimental consequences of identity theft and loss of privacy.

108. As a direct result of Equifax's knowing violation of the GFBPA, Plaintiffs and Class members are entitled to damages and injunctive relief prohibiting the unlawful conduct of Equifax to continue.

109. Plaintiffs bring this action on behalf of themselves and Class members in order to protect Plaintiff, Class members and the public from Equifax's unfair, deceptive, fraudulent, unconscionable and unlawful practices and to promote the

public interest in requiring Equifax provide truthful information that will enable consumers to make informed decisions. The conduct engaged in by Equifax has impacted citizens throughout the United States.

WHEREFORE, Plaintiffs demand judgment against Defendant Equifax for actual and consequential damages, exemplary damages, and attorneys' fees pursuant to the GFBPA, as well as injunctive relief enjoining Defendant Equifax's unlawful conduct and practices as alleged herein, and for such other and further relief as this Court deems just and proper.

COUNT SIX: INVASION OF PRIVACY/PUBLIC DISCLOSURE OF PRIVATE FACTS
(On behalf of Nationwide Class)

110. Plaintiffs and Class members incorporate the allegations in Paragraphs 1-109 as if fully set forth herein.

111. Through the above-stated data breach, Equifax allowed the disclosure of private facts and information regarding Plaintiffs and Class members to hackers and cybercriminals.

112. More specifically, the PII disclosed by Equifax through the reported data breach is now, upon information and belief, in the hands of other members of the cyber black market who wrongfully seek to use same for their benefit at the expense of Plaintiffs and Class members.

113. The information revealed in Equifax's reported data breach was personal and private in nature, as it contained Plaintiffs and Class members' most sensitive personal and financial data, including, but not limited to, social security numbers, credit and debit card numbers and account information, and/or information regarding debts and past credit history.

114. Equifax's failure to protect Plaintiffs and Class members' information and subsequent disclosure of the information to the cyber black market through the above-stated data breach was offensive and objectionable to a reasonable person of ordinary sensibilities under the circumstances.

115. As a result of Equifax's practices that allowed the disclosure of Plaintiffs and Class members' private information, Plaintiffs and Class members have been damaged in an amount to be proven at trial.

WHEREFORE, Plaintiffs and Class members demand judgment against Defendant Equifax for compensatory and punitive damages, attorneys' fees, costs, interest, and for such other and further relief as this Court deems just and proper.

COUNT SEVEN: VIOLATION OF THE ALABAMA DECEPTIVE TRADE PRACTICES ACT, Ala. Code § 8-19-1 *et seq*
(On behalf of Alabama Subclass)

116. Plaintiffs and Class members incorporate the allegations in Paragraphs 1-115 as if fully stated herein.

117. Equifax's failures to disclose its faulty security practices and prior breaches, as well as its failure to provide timely notice of the reported breach as alleged herein, violated the Alabama Deceptive Trade Practices Act, as Defendant gave the impression that its services and products were of a particular standard, quality, and/or grade when they were of another and acted unfairly towards Plaintiffs and Class members.

118. Equifax owed duties to Plaintiffs and Class members to provide adequate security for the PII it gathered and stored on its systems.

119. The acts and omission alleged herein were undertaken by Equifax willfully, intentionally, and knowingly as part of its routine business.

120. Equifax knew, or should have known, that its systems and security practices were inadequate to safeguard the PII of Plaintiffs and Class members from hackers and cybercriminals. However, when confronted with the fact that its systems were wholly inadequate in connection with the highly sensitive data involved, Equifax failed to appropriately remedy the various issues.

121. Equifax's failure to secure consumers' PII violates the FTCA and therefore violates the ADTPA.

122. As a direct and proximate result of Equifax's violations of the Alabama Deceptive Trade Practices Act, Plaintiffs and Class members have suffered damages as alleged herein in an amount to be proven at trial.

WHEREFORE, Plaintiffs and Class members demand judgment against Defendant Equifax for compensatory and punitive damages, attorneys' fees, costs, interest, and for such other and further relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and Class Members respectfully demand judgment against Defendant Equifax, Inc. as follows:

(a) That the Court enter an Order certifying the above-stated Class pursuant to Fed. R. Civ. P. 23.

(b) That the Court appoint the Named Plaintiffs as representatives of the Class;

(c) That the Court appoint the undersigned counsel as counsel for the Class;

(d) That the Court grant permanent injunctive relief to prohibit Defendant Equifax from continuing to engage in the unlawful acts, omission, and practices described herein and compel Equifax to strengthen its data security systems that maintain PII to comply with FCRA, the applicable state laws, and industry standards, and systemically perform training of security personnel on state of the art methods for preventing, identifying, containing and responding to a data breach;

(e) That the Court award Plaintiffs and Class members compensatory, consequential, and general damages in an amount to be determined at trial;

(f) That the Court award Plaintiffs and all Class members credit monitoring and identity theft protection beyond what Equifax is presently making available to Data Breach victims;

(g) That the Court order disgorgement and restitution of all earnings, profits, compensation, and benefits received by Equifax as a result of its unlawful acts, omissions, and practices;

(h) That the Court award statutory damages to the extent permitted by law;

(i) That the Court award punitive damages to the extent permitted by law;

(j) That Plaintiffs and Class members be awarded their attorneys' fees, costs, and expenses associated with bringing this class action, including fees and expenses under O.C.G.A § 13-6-11.

(k) That the Court award pre-judgment and post-judgment interest at the maximum legal rate; and

(l) That the Court award such other and further relief as it deems just and equitable.

JURY DEMAND

PLAINTIFFS AND CLASS MEMBERS DEMAND A JURY ON ALL ISSUES TRIABLE.

Respectfully submitted this 22nd day of September, 2017.

THE FINLEY FIRM, P.C.

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